

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF PENITAS, TEXAS

THIS Agreement is made on this the _____ day of _____, 2019, by and between **HIDLAGO COUNTY, TEXAS**, acting by and through Precinct 3 of Hidalgo County hereinafter referred to as "County", and the **CITY OF PENITAS, TEXAS**, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Penitas is a home rule city located in Texas;

WHEREAS, City and County desire to assist each other in overlaying Tom Gill Road consisting of approximately 5000 linear feet beginning at the intersection of Follow Street and Tom Gill Road North for 5000 liner feet in the City of Penitas, Texas as more particularly described on Exhibit A attached hereto (the "Work"); and

WHEREAS, the County and City jurisdictional line is the centerline of Tom Gill Road for this section of Tom Gill Road.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. City through its CDBG funds shall pay County against invoice all of County's cost of materials (oil and asphalt) at the then current prices to the County necessary to accomplish overlay of the City's portion of the Work on Tom Gill Road. City shall also provide through its police department traffic control during the Work.
2. All other costs associated with the Work shall be the responsibility of the County.
3. Term. The term of this Agreement shall be for one hundred eighty (180) days from the date of the last of County or City to approve this Agreement.
5. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other provided this Agreement shall not be terminated after County commences the Work.
6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law,

ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.
9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Penitas
Attention: Rodrigo "Rigo" Lopez, Mayor
P.O. Box 204, Peñitas, Texas 78576

If to County: Hidalgo County
Attn: Richard F. Cortez, County Judge
100 E. Cano 2nd Floor
Edinburg, TX 78539

With copy to: Commissioner Joe Flores., Precinct No.3
724 N. Breyfogle
Mission, Texas 78574

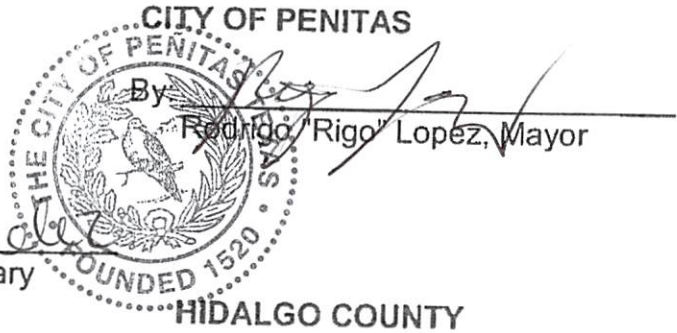
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes

at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
17. **Prior Agreements.** This Agreement supersedes and terminates all previous interlocal agreement between the parties hereto concerning the subject matter hereof except for any Interlocal Agreement where dated prior to this Agreement to the extent work is being performed thereunder at the time of executing this Agreement. Once ongoing work under any such previous interlocal agreement(s) is completed and payment is remitted such previous interlocal agreement shall terminate at such time.
18. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration

of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.



By: Richard 'Rigo' Lopez, Mayor

ATTEST:

By: Ana Valdez
Ana Valdez, City Secretary

By: _____
Richard F. Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

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**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through Hidalgo County Precinct 3 has been advised of a proposed project to overlay Tom Gill Road from the intersection of Follow Street and Tom Gill Road north five thousand (5000) Linear feet. City shall pay County the cost of material to overlay City's portion of such street from its CDBG fund allotment through an Interlocal Cooperation Agreement.

By vote on _____ 2019, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____
Stephen L. Crain

EXHIBIT "A"

TOM GILL ROAD PAVEMENT IMPROVEMENTS

